

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ascend Media Holdings, LLC		10/29/2004	Limited Liability Company: DELAWARE
Ascend Media, LLC		10/29/2004	Limited Liability Company: UNITED STATES
Imed Communications, LLC		10/29/2004	Limited Liability Company: UNITED STATES
Ascend Media Medical and Healthcare, LLC		10/29/2004	Limited Liability Company: UNITED STATES

RECEIVING PARTY DATA

Name:	Well Fargo Bank, National Association
Street Address:	420 Montgomery Street
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94163
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Registration Number:	2297154	CASINO OPS
Registration Number:	2163497	CASINO JOURNAL
Registration Number:	1975070	EXPO U
Registration Number:	2016538	EXPOWEB
Registration Number:	1681664	EXPO
Registration Number:	2194887	IGWB
Registration Number:	2278684	INTERNATIONAL GAMING & WAGERING BUSINESS
Registration Number:	2647530	NEW YORK GAMING SUMMIT
Registration Number:	2495735	NORTHERN GAMING SUMMIT
Registration Number:	2708175	PRO AV

TRADEMARK
REEL: 002969 FRAME: 0946

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Registration Number:	2495736	SOUTHERN GAMING SUMMIT
Registration Number:	1977531	CLINICIAN
Registration Number:	1570471	CLINICIAN
Registration Number:	1552841	CLINICAL COURIER
Registration Number:	2403024	CURRENT ISSUES IN HEART FAILURE
Registration Number:	2293773	INTERDISCIPLINARY MEDICINE
Registration Number:	2003770	INTERDISCIPLINARY MEDICINE
Registration Number:	2257263	MEDICAL MONITOR
Registration Number:	2380538	OB*GYN ROUNDS
Registration Number:	2259571	PEDIATRIC ROUNDS
Registration Number:	1761301	PEDIATRIC ROUNDS
Registration Number:	2297781	REPRODUCTIVE HEALTH
Registration Number:	2613951	SYNERMED
Registration Number:	2270762	SYNERMED
Registration Number:	1855188	SYNERMED
Registration Number:	1931459	SYNERMED
Serial Number:	76566202	CLINICAL CHALLENGES IN ACUTE MYOCARDIAL INFARCTION
Serial Number:	76592337	DE-CLOT.COM
Serial Number:	76589267	DIALOGUES IN INFECTIOUS DISEASE
Serial Number:	76589266	DIALOGUES IN PRIMARY CARE
Serial Number:	76592865	DISEASE STATE COMPENDIUM
Serial Number:	76552964	FAQS IN IC
Serial Number:	76548513	FAQS IN OAB
Serial Number:	76502825	IBD ROUNDS
Serial Number:	76589261	PRIMARY CARE ROUNDS
Serial Number:	75981730	SYNERMED
Serial Number:	76573042	UROLOGY ROUNDS
Registration Number:	2111308	
Registration Number:	2259570	
Registration Number:	2344578	

CORRESPONDENCE DATA

Fax Number: (646)848-4455

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-848-4455

TRADEMARK
REEL: 002969 FRAME: 0947

Email: jlik@shearman.com
Correspondent Name: Keum A. Yoon
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:

9552/511

NAME OF SUBMITTER:

James Henry Lik

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") dated as of October 29, 2004 is made by the Persons listed on the signature pages hereof (collectively, the "**Grantors**") in favor of Wells Fargo Bank, National Association ("**Wells Fargo**"), as collateral agent (the "**Collateral Agent**") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Ascend Media Holdings, LLC, a Delaware limited liability company, has entered into a Credit Agreement dated as of October 29, 2004 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), with Wells Fargo Bank, National Association, as Administrative Agent and as Collateral Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances and by the Lenders under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated as of October 29, 2004 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "**Collateral**"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "**Patents**");
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "**Trademarks**");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "***Copyrights***");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes the Commissioner for Patents and the Commissioner for Trademarks to record, and hereby requests that it record, this IP Security Agreement.

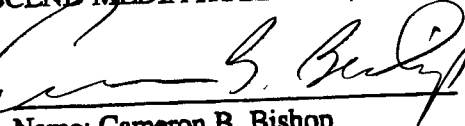
SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.


ASCEND MEDIA HOLDINGS, LLC

By 
Name: Cameron B. Bishop
Title: President & CEO

Address for Notices:

11600 College Boulevard
Overland Park, KS 66210


ASCEND MEDIA MEDICAL AND
HEALTHCARE, LLC

By 
Name: Cameron B. Bishop
Title: President & CEO

Address for Notices:

11600 College Boulevard
Overland Park, KS 66210

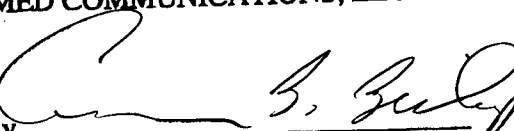
ASCEND MEDIA, LLC

By 
Name: Cameron B. Bishop
Title: President & CEO

Address for Notices:

11600 College Boulevard
Overland Park, KS 66210

IMED COMMUNICATIONS, LLC

By 
Name: Cameron B. Bishop
Title: President & CEO

**Schedule A to the
IP Security Agreement**

PATENTS AND PATENT APPLICATIONS

None.

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS SERVICE MARK REGISTRATIONS AND APPLICATIONS

Ascend Media, LLC

U.S. Registered Trademarks

Mark	Registration No.	Registration Date
CASINO OPS	2,297,154	11/30/99
CASINO JOURNAL	2,163,497	06/09/98
EXPO U	1,975,070	05/21/96
EXPOWEB	2,016,538	11/12/96
EXPO	1,681,664	03/31/92
IGWB	2,194,887	10/13/98
INTERNATIONAL GAMING & WAGERING BUSINESS	2,278,684	09/21/99
NEW YORK GAMING SUMMIT	2,647,530	11/05/02
NORTHERN GAMING SUMMIT	2,495,735	10/09/01
PRO AV	2,708,175	04/15/03
SOUTHERN GAMING SUMMIT	2,495,736	10/09/01

Ascend Media Medical and Healthcare, LLC

U.S. Registered Trademarks

Trademark	Registration Number	Registration Date
CLINICIAN	1,977,531	06/04/96
CLINICIAN	1,570,471	12/05/89
CLINICAL COURIER	1,552,841	08/22/89
CURRENT ISSUES IN HEART FAILURE	2,403,024	11/07/00
INTERDISCIPLINARY MEDICINE	2,293,773	11/16/99
INTERDISCIPLINARY MEDICINE	2,003,770	09/24/96
MEDICAL MONITOR	2,257,263	06/29/99
OB*GYN ROUNDS	2,380,538	08/29/00
PEDIATRIC ROUNDS	2,259,571	07/06/99
PEDIATRIC ROUNDS	1,761,301	03/30/93
REPRODUCTIVE HEALTH	2,297,781	12/07/99
SYNERMED	2,613,951	09/03/02
SYNERMED	2,270,762	08/17/99
SYNERMED	1,855,188	09/20/94
SYNERMED	1,931,459	10/31/95

**Schedule B to the
IP Security Agreement**

Foreign Trademarks

Country	Trademark	Registration Number	Registration Date
Canada	CLINICAL COURIER	TMA603,564	03/01/04
CTM (European Community Trademark)	CLINICAL COURIER	2108140	07/31/02
CTM (European Community Trademark)	CLINICIAN	2108157	08/29/03

U.S. Pending Trademark Applications

Trademark	Application Number	Filing Date
CLINICAL CHALLENGES IN ACUTE MYOCARDIAL INFARCTION	76-566,202	12/09/03
DE-CLOT.COM	76-592,337	05/17/04
DIALOGUES IN INFECTIOUS DISEASE	76-589,267	04/29/04
DIALOGUES IN PRIMARY CARE	76-589,266	04/29/04
DISEASE STATE COMPENDIUM	76-592,865	05/18/04
FAQS IN IC	76-552,964	10/02/03
FAQS IN OAB	76-548,513	10/02/03
IBD ROUNDS	76-502,825	03/26/03
PRIMARY CARE ROUNDS	76-589,261	04/29/04
SYNERMED	75-981,730	06/01/00
UROLOGY ROUNDS	76-573,042	01/28/04

U.S. Registered Graphics

Trademark	Registration Number	Registration Date
Caduceus Design	2,111,308	11/04/97
Caduceus Design	2,259,570	7/6/99
Lung Design	2,344,578	04/25/00

**Schedule B to the
IP Security Agreement**

Domain Names

Trademark	Record Created	Expiration Date
cmerounds.com	06/04/04	06/04/07
De-clot.com	11/20/02	11/20/05
heartburnonline.com	10/02/98	10/01/06
imedc.com	07/29/99	07/29/06
medcme.com	11/14/01	11/14/04
synermedregistration.com	03/17/03	03/17/06
synermed.com	07/10/98	07/09/06